

File No. PI05-16989  
Document No. 326002

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

CARL P. JACOBS and	)	
JANET L. JACOBS,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	C.A. No. 06-487 (***)
	)	
ERIKA M. SASEK and KIRK SASEK,	)	TRIAL BY JURY OF 12 DEMANDED
	)	
Defendants.	)	

DEFENDANTS' INITIAL DISCOVERY DISCLOSURES  
PURSUANT TO RULE 26(a)

Pursuant to Fed. R. Sup. Civ. P. Rule 26(a)(1), Defendants hereby make the following disclosures:

A. The name, if known, the address and telephone number of each individual likely to have discoverable information relevant to disputed facts alleged with particularity in the pleadings, identify the subjects of the information.

**ANSWER:** Other than the parties, none known to Defendants.

B. Copy of, or a description by category and location of, all documents, data compilations, and tangible things in the possession, custody, or control of the party that are relevant to disputed facts alleged with particularity in the pleadings.

**ANSWER:** Attached please find the following:

1. The Nationwide insurance policy covering the Sasek vehicle.
2. Wage loss information provided by Plaintiff's counsel.
3. Photographs of the vehicles involved in the accident.
4. Traffic citation received by Erika Sasek.
5. Police report.

In addition to the above, Defendants' counsel and Defendants' insurance carrier have received various medical records, reports, and bills from Plaintiffs' counsel.

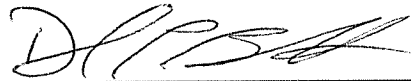
C. A computation of any category of damages claimed by the disclosing party, making available for inspection and copying as under Rule 34 the documents or other evidentiary material, not privileged or protected from disclosure, on which such computation is based, including materials bearing on the nature and extent of injuries suffered.

**ANSWER:** Not applicable.

D. For inspection and copying under Rule 34, any insurance agreement under which any person carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in the action or indemnify or reimburse for payments made to satisfy the judgment.

**ANSWER:** Attached as Exhibit 1. At the time of the incident, the Sasek vehicle was insured by Nationwide Mutual Insurance Company with liability limits of \$100,000.00 per person/\$300,000.00 per accident.

HECKLER & FRABIZZIO



DANIEL P. BENNETT, I.D. #2842

The Corporate Plaza

800 Delaware Avenue, Suite 200

P.O. Box 128

Wilmington, DE 19899-0128

Attorney for Defendants

Date: December 29, 2006

**CERTIFICATE OF SERVICE**

I, Daniel P. Bennett, Esquire, of Heckler & Frabizzio, do hereby certify that on the 29th day of December, 2006, two true and correct copies of the attached Defendants' Initial Discovery Disclosures Pursuant To Rule 26(a) were forwarded to the below individual via facsimile and first class mail:

Nellie M. Walsh, Esquire  
Young Conaway Stargatt & Taylor  
1000 West Street, 17<sup>th</sup> Floor  
P.O. Box 391  
Wilmington, DE 19899-0391

Alan H. Silverberg, Esquire  
Summerfield, Willen, Silverberg & Limsky, P.A.  
10019 Reisterstown Road, Suite 301  
Owing Mills, MD 21117

A handwritten signature in black ink, appearing to read 'DPB', is written over a horizontal line.

DANIEL P. BENNETT

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

CARL P. JACOBS and	)	
JANET L. JACOBS,	)	
	)	
Plaintiffs,	)	
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v.	)	C.A. No. 06-487 (***)
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	)	
Defendants.	)	

EXHIBITS TO  
DEFENDANTS' INITIAL DISCOVERY DISCLOSURES  
PURSUANT TO RULE 26(a)

DANIEL P. BENNETT, I.D. #2842  
HECKLER & FRABIZZIO  
The Corporate Plaza  
800 Delaware Avenue, Suite 200  
P.O. Box 128  
Wilmington, DE 19899-0128  
Attorney for Defendants

Date: December 29, 2006

# **EXHIBIT 1**



# NATIONWIDE AUTO POLICY DECLARATIONS

Page 1 of 2

These Declarations are a part of the policy named above and identified by policy number below. They supersede any Declarations issued earlier. Your policy provides the coverages and limits shown in the schedule of coverages. They apply to each insured vehicle as indicated. Your policy complies with the motorists' financial responsibility laws of your state only for vehicles for which Property Damage and Bodily Injury Liability coverages are provided.

**Policy Number:**

54 37 B 587326

**Policyholder:****(Named Insured)**

V KIRK SASEK  
3516 IDLEWOOD DRIVE  
ERIE, PA 16510-1916

**Issued:**

JUN 11, 2004

**Policy Period From:**

JUL 06, 2004 to JAN 06, 2005 but only if the required premium for this period has been paid and only for six month renewal periods if renewal premiums have been paid as required. This policy is initially effective at (1) the time the application for insurance is completed, or (2) 12:01 a.m. on the first day of the policy period, whichever is later. Each renewal period begins and ends at 12:01 a.m. standard time at the address of the named insured stated herein. This policy cancels at 12:01 a.m. at the address of the named insured stated herein.

**INSURED VEHICLE(S) & SCHEDULE OF COVERAGES****2. 1997 CHEV CAVALIER****ID #1G1JC5242V7122200****Coverages****Limits Of Liability****Six Month Premium**

COMPREHENSIVE COLLISION	ACTUAL CASH VALUE	
PROPERTY DAMAGE LIABILITY	ACTUAL CASH VALUE LESS \$ 250	\$ 38.90
BODILY INJURY LIABILITY	\$ 50,000 EACH OCCURRENCE	\$ 125.10
	\$ 100,000 EACH PERSON	\$ 72.60
UNINSURED MOTORISTS-BODILY INJURY	\$ 300,000 EACH OCCURRENCE	
	(NON-STACKED)	\$ 58.10
UNDERINSURED MOTORISTS-BODILY INJURY	\$ 100,000 EACH PERSON	
	\$ 300,000 EACH OCCURRENCE	\$ 5.90
	(NON-STACKED)	
FIRST PARTY BENEFITS	\$ 100,000 EACH PERSON	
OPTION 1-MEDICAL BENEFIT	\$ 300,000 EACH OCCURRENCE	\$ 25.40
OPTION 2-INCOME LOSS BENEFIT		
	\$ 5,000	\$ 21.50
OPTION 4-FUNERAL BENEFIT	\$ 10,000 TOTAL	
LIMITED TORT	\$ 1,000 MONTHLY	\$ 8.20
	\$ 2,500	\$ .30
	<b>TOTAL</b>	<b>\$ 356.00</b>

**3. 1995 FORD WINDSTAR****ID #2FMDA5140SBC40014****Coverages****Limits Of Liability****Six Month Premium**

COMPREHENSIVE COLLISION	ACTUAL CASH VALUE	
PROPERTY DAMAGE LIABILITY	ACTUAL CASH VALUE LESS \$ 250	\$ 49.30
BODILY INJURY LIABILITY	\$ 50,000 EACH OCCURRENCE	\$ 84.00
	\$ 100,000 EACH PERSON	\$ 65.30
UNINSURED MOTORISTS-BODILY INJURY	\$ 300,000 EACH OCCURRENCE	
	(NON-STACKED)	\$ 52.50
UNDERINSURED MOTORISTS-BODILY INJURY	\$ 100,000 EACH PERSON	
	\$ 300,000 EACH OCCURRENCE	\$ 5.90
	(NON-STACKED)	
FIRST PARTY BENEFITS	\$ 100,000 EACH PERSON	
OPTION 1-MEDICAL BENEFIT	\$ 300,000 EACH OCCURRENCE	\$ 25.40
OPTION 2-INCOME LOSS BENEFIT		
	\$ 5,000	\$ 19.30
OPTION 4-FUNERAL BENEFIT	\$ 10,000 TOTAL	
LIMITED TORT	\$ 1,000 MONTHLY	\$ 7.40
	\$ 2,500	\$ .20
	<b>TOTAL</b>	<b>\$ 309.30</b>

## INSURED DRIVERS:

#	Driver Name		Birth Date	Marital Status	License Number
01	VON KIRK	SASEK	09/22/51	MARRIED	15419763
02	CAROLYN	SASEK	11/16/49	MARRIED	14027463
03	ERICKA	SASEK	01/13/79	SINGLE	25667500

## APPLIED DISCOUNTS:

PASSIVE RESTRAINT    SAFE DRIVER    ACCIDENT FREE    MULTI CAR

Policy Form & Endorsements: V037A 3272 \*

## Office Use:

DEC 12, 2003

\$ 0.00

Issued By: NATIONWIDE MUTUAL INSURANCE COMPANY 23787

Countersigned At: BUTLER, PA.

By: LARRY C

Home Office - Columbus, Ohio  
KLINGENSMITH

**IMPORTANT PHONE NUMBERS**

Nationwide 24-Hour Claims Number: 1-800-421-3535

For QUESTIONS About Your Policy, Call Your NATIONWIDE AGENT : KLINGENSMITH FIN SERV INC  
814-866-8671

For Hearing Impaired: TTY 1-800-622-2421

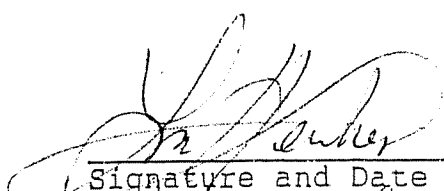
Nationwide Regional Office: 717-657-6400

BOX 2655 • HARRISBURG, PA 17105-2655  
HOME OFFICE COLUMBUS OHIO



Based upon information and belief, this is a true and correct  
copy of the policy for policy number 5437BS87326

as of 6-11-04 (accident date).

 3-2-05  
Signature and Date

Kevin L. Hines Auto  
Title

1-800-613-5059  
Telephone Number

PENNRO 1076 7/93





# NATIONWIDE AUTO POLICY DECLARATIONS

Page 1 of 2

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814-866-8671

For Hearing Impaired: TTY 1-800-622-2421

Nationwide Regional Office: 717-657-6400



Endorsement 3272

## *Limited Tort Option Election*

(Pennsylvania)

Please attach this important addition to your auto policy.

### ADDITIONAL DEFINITIONS APPLICABLE TO THIS ENDORSEMENT

"NAMED INSURED" means an individual identified by name as an insured in a policy of **private passenger motor vehicle** insurance.

"PRIVATE PASSENGER MOTOR VEHICLE" means a four-wheel **motor vehicle**, except recreational vehicles not intended for highway use, which is insured by a natural person and:

- (1) is a **private passenger auto** neither used as a public or livery conveyance nor rented to others; or
- (2) has a gross weight not exceeding 9,000 pounds and is not principally used for commercial purposes other than farming.

The term does not include any **motor vehicle** insured exclusively under a policy covering garage, automobile sales agency repair shop, service station or public parking place operation hazards.

"SERIOUS INJURY" means a personal injury resulting in death, serious impairment of body function or permanent serious disfigurement.

### ELECTION AGREEMENT

A **named insured** has elected to limit the right to seek financial compensation for injuries caused by other drivers as follows:

#### LIMITED TORT

Any **named insured** and **relative** is limited from seeking recovery for **non-economic loss** resulting from an accident involving the operation, maintenance or use of a **motor vehicle** as a **motor vehicle**.

This tort limitation applies to a **named insured** for all policies issued by us to such **named insured**, even if not so endorsed. It continues on all renewal, replacement and any other policies under which a **named insured** is listed as a **named insured**, until we or our agent receive a properly executed form electing another tort option.

The tort limitation applies to a **relative** unless such **relative** is:

- 1) a **named insured** on another policy under which the **relative** has not elected a tort limitation; or
- 2) is an **insured** under more than one **private passenger motor vehicle** policy and the policies have conflicting tort options; in which case the **relative** is bound by the tort option of the policy insuring the **motor vehicle** the **relative** is **occupying** at the time of an accident.

### EXCEPTIONS

A **named insured** or **relative** remains eligible to seek **non-economic loss** if the sustained injury:

1. is a **serious injury**.
2. results as the consequence of the fault of another person who:
  - a. is convicted, or accepts Accelerated Rehabilitative Disposition (ARD) for driving under the influence of alcohol or a controlled substance in an accident;
  - b. is operating a **motor vehicle** registered in another state;

- c. intends to injure himself or another person, provided that an individual does not intentionally injure himself or another person merely because his act or failure to act is intentional or done with his realization that it creates a grave risk of causing injury or the act or omission causing the injury is for the purpose of averting bodily harm to himself or another person; or
  - d. has not maintained financial responsibility as required by the Pennsylvania Motor Vehicle Financial Responsibility Law. However, this exception, (2) (d), shall not affect an **insured's** limitation to recover **non-economic loss** under any Uninsured or Underinsured Motorists Coverages provided by this or any other policy.
3. is the basis for a claim against a person in the business of designing, manufacturing, repairing, servicing or otherwise maintaining **motor vehicles** arising out of a defect in such **motor vehicle** which is caused by or not corrected by an act or omission in the course of such business, other than a defect in a **motor vehicle** which is operated by such business.
4. occurs while occupying a **motor vehicle** other than a **private passenger motor vehicle**.

### **COMPLIANCE**

The intent of this endorsement is to comply with the Pennsylvania Motor Vehicle Financial Responsibility Law regarding the election of the "limited tort" option. Nothing herein is intended to nor is to be construed to broaden the limitations prescribed in the law and applicable to **named insureds** and **relatives** covered by this policy and this endorsement.

This endorsement applies as stated in the policy Declarations.

This endorsement is issued by the company shown in the Declarations as the issuing company.

**NATIONWIDE INSURANCE COMPANIES**  
**Home Office: Columbus, Ohio 43215-2220**

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Nationwide Mutual Insurance Company	
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*Nationwide Auto Policy*

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- b) damage or injury to it; and
  - c) loss of its use.
13. "NON-ECONOMIC LOSS" means pain and suffering and other non-monetary detriment.
14. "BIOLOGICAL DETERIORATION OR DAMAGE" meaning damage or decomposition, breakdown, and/or decay of manmade or natural material due to the presence of fungi, algae, lichens, slime, mold, bacteria, wet or dry rot and any by-products of these organisms, however produced. Fungi as used above include, but are not limited to: yeasts, mold, mildew, rust, smuts, or fleshy fungi such as mushrooms, puffballs and coral fungi.

Other words are also defined. All defined words are in bold print.

## ***Territory***

The policy applies in Canada, the United States of America and its territories or possessions, or between their ports. All coverages except Uninsured Motorists and Underinsured Motorists apply to occurrences in Mexico, if within 50 miles of the United States boundary. We will base the amount of any Comprehensive or Collision loss in Mexico on cost at the nearest United States point.

This policy does not apply in any territory except as stated in this provision.

**NOTE:** You will need to buy auto insurance from a Mexican insurance company--regardless of coverage provided by this policy--before driving in Mexico. Otherwise, you may be subject to jail detention, auto impoundment, and other legal complications in case of an accident.

*Physical Damage* \_\_\_\_\_

## TOWING AND LABOR COSTS COVERAGE

We will pay towing and labor costs if your auto is disabled. We will pay only for labor costs at the place where your auto is disabled. Our maximum payment per disablement is shown in the Declarations.

## *Coverage Extensions*

### USE OF TRAILERS

The insurance on your auto covers a trailer used by you or a relative.

1. The trailer must be:
  - a) designed for use with a private passenger auto; and
  - b) used with a vehicle that is insured under these coverages.
2. The trailer must not be:
  - a) otherwise insured;
  - b) owned by you or a relative; or
  - c) used for business purposes with a vehicle that's not a private passenger auto.
3. The maximum amount payable is \$500.

### USE OF OTHER MOTOR VEHICLES

The insurance on your auto also covers other motor vehicles as follows:

1. A motor vehicle you do not own, while it is used in place of your auto for not more than 30 days. Your auto must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.
2. A four-wheel motor vehicle newly acquired by you. You must report the acquisition of the vehicle to us during the first 30 days you own the vehicle. Also, if the newly acquired vehicle does not replace your auto, all household vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply.

We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.

3. A private passenger auto owned by a non-member of your household and not covered in Item 1. of this section.
  - a) This applies only while such auto is used by you or a relative.
  - b) We will not pay for loss:
    - (1) that results from the operation of an auto:
      - (a) repair shop;
      - (b) public garage or parking place;
      - (c) sales agency; or
      - (d) service or maintenance facility.
    - (2) involving a private passenger auto owned by an employer of an insured.
    - (3) involving a private passenger auto furnished or available to you or a relative for regular use.
    - (4) to any rented motor vehicle.
4. A rented private passenger auto, including its loss of income.
  - a) This applies only:
    - (1) while such auto is rented by you or a relative;
    - (2) if such auto is rented from a rental company for less than 28 days; and
    - (3) for loss of income that is:
      - (a) verifiable by us; and



*Physical Damage*

6. Caused by and limited to:
  - a) wear and tear;
  - b) freezing;
  - c) mechanical or electrical breakdown or failure.
 This exclusion (6) does not apply to Towing and Labor coverage.
7. To any motor vehicle while used:
  - a) to carry persons or property for a fee; or
  - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.
 This exclusion (7.) does not apply to motor vehicles used in shared-expense car pools.
8. To any motor vehicle due to an act of war, including insurrection, rebellion or revolution.
9. To any motor vehicle which occurs:
  - a) while it is being used on a temporary or permanent basis, for the transportation of, or in exchange for, any illegal substance, or in connection with any criminal trade or transaction by:
    - (1) you;
    - (2) a relative; or
    - (3) anyone else with your knowledge or permission; or
  - b) due to confiscation of your auto by any law enforcement agency because of your auto's use in such activities.
10. Caused intentionally by or at the direction of an insured, including willful acts the result of which the insured knows or ought to know will follow from the insured's conduct.
11. To your auto while rented or leased to others.
12. To a motor vehicle, while being used in any prearranged or organized racing, speed, demolition, stunting activity, competitive event, or driver's education course conducted on a racetrack; or in practice or preparation for such event or course.
13. To your auto or any other motor vehicle due to diminution in value or depreciation.
14. Caused by or resulting from nuclear hazard, meaning any:
  - a) nuclear reaction;
  - b) nuclear discharge;
  - c) radiation; or
  - d) radioactive contamination;
 whether controlled or uncontrolled or however caused, or as a consequence of any of these. Loss caused by nuclear hazard is not considered loss caused by fire, smoke or explosion.
15. Caused directly or indirectly by biological deterioration or damage. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

## *Limits and Conditions of Payment*

### **ACTUAL CASH VALUE**

The limit of our coverage is the actual cash value of your auto or its damaged parts at the time of loss. To determine actual cash value, we will consider:

1. fair market value;
2. age; and
3. condition of the property;



*Physical Damage* \_\_\_\_\_

To the extent of payment to the lienholder, the company will be entitled to the lienholder's rights of recovery. The company will do nothing to impair the right of the lienholder to recover the full amount of its claim.

### *Assignability*

No interest in these coverages can be transferred without our written consent. However, if the policyholder dies, the coverages will stay in force for the rest of the policy period. They will apply for anyone having proper temporary custody of your auto.

Auto Liability

## Coverage Extensions

### USE OF TRAILERS

1. This coverage applies to the use of a trailer by:
  - a) you;
  - b) a relative; or
  - c) someone else with your permission.
2. The trailer must be:
  - a) designed for use with a **private passenger auto**; and
  - b) used with a vehicle that is insured under this coverage.
3. The trailer must not be used for business purposes with a vehicle that's not a **private passenger auto**.

### USE OF OTHER MOTOR VEHICLES

This coverage also applies to certain other **motor vehicles** as follows:

1. A **motor vehicle** you do not own, while it is used in place of your **auto** for not more than 30 days. Your **auto** must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.
2. A four-wheel **motor vehicle** newly acquired by you. This coverage applies only during the first 30 days you own the vehicle unless it replaces your **auto**. If the newly acquired vehicle does not replace your **auto**, all household vehicles owned by you must be insured by us or an affiliate for this extension of coverage to apply.  
 We provide this coverage only if you do not have other collectible insurance. You must pay any added premium resulting from this coverage extension.
3. A **motor vehicle** owned by a non-member of your household and not covered in item 1. of this section.
  - a) This applies only while the vehicle is being used by you or a relative. It protects you or the relative as the operator, and any person or organization, except as noted below in b), who does not own the vehicle but is legally responsible for its use.
  - b) This does not apply to losses involving a **motor vehicle**:
    - (1) used in the business or occupation of you or a relative except a **private passenger auto** used by you, your chauffeur, or your household employee;
    - (2) owned, rented or leased by an employer of an insured;
    - (3) rented or leased by anyone for or on behalf of an employer of an insured; or
    - (4) furnished or available to you or a relative for regular use. Furnished for regular use does not include a **motor vehicle** rented from a rental company for less than 28 days.

### FINANCIAL RESPONSIBILITY

We will adjust this policy to comply:

1. With the financial responsibility law of any state or province which requires higher liability limits than those provided by this policy.
2. With the kinds and limits of coverage required of non-residents by any compulsory **motor vehicle** insurance law, or similar law.

However, any loss payment under this coverage will be made only over and above any other collectible **motor vehicle** insurance. In no case will anyone be entitled to duplicate payments for the same loss.

When we certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required by the law.

*Auto Liability*

11. Bodily injury or property damage arising out of the ownership, maintenance or use of a motor vehicle, while being used in any prearranged or organized racing, speed, demolition, stunting activity, competitive event, or driver's education course conducted on a racetrack; or in practice or preparation for such event or course.
12. Bodily injury arising directly or indirectly from the inhalation of, ingestion of, contact with, exposure to, existence of or presence of any fungi, algae, lichens, slime, mold, bacteria, wet or dry rot and any by-products of these organisms, however produced. Fungi as used above include, but are not limited to: yeasts, mold, mildew, rust, smuts, or fleshy fungi such as mushrooms, puffballs and coral fungi.
13. Property damage caused directly or indirectly by biological deterioration or damage. Such loss is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

## *Limits and Conditions of Payment*

### AMOUNTS PAYABLE FOR LIABILITY LOSSES

Our obligation to pay Property Damage or Bodily Injury Liability losses is limited to the amounts per person and per occurrence stated in the Declarations. The following conditions apply to these limits:

1. The limit shown:
  - a) for Property Damage Liability is for all property damage in one occurrence.
  - b) for Bodily Injury Liability for any one person applies to one person's bodily injury, including death, and includes all claims resulting from or arising out of that one person's bodily injury, including death. This per person policy limit shall be enforceable regardless of the number of insureds, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.
  - c) for Bodily Injury Liability for each occurrence is, subject to the per person limit described in paragraph b) above, the total limit of our liability for all legal damages when two or more persons sustain bodily injury, including death, as a result of one occurrence. The per occurrence policy limit shall be enforceable regardless of the number of insureds, claims made, vehicles or premiums shown in the Declarations or policy, or vehicles involved in the accident.
2. Liability limits apply as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our liability limits.
3. In any loss covered under items 2. and 3. of "USE OF OTHER MOTOR VEHICLES," the highest liability limit applicable to any one vehicle on this policy will apply.
4. A motor vehicle and attached trailer are considered one vehicle for Auto Liability coverage.
5. Any payment under this coverage shall be reduced by any amount paid under the Uninsured Motorists or Underinsured Motorists coverage of this policy.

### OTHER INSURANCE

1. In any loss involving the use of your auto, we will be liable for only our share of the loss if there is other collectible liability insurance. Our share is our proportion of the total insurance limits for the loss.
2. For losses covered under "USE OF OTHER MOTOR VEHICLES," our coverage is excess over any other collectible:
  - a) insurance;
  - b) self insurance;
  - c) proceeds from a governmental entity; or
  - d) sources of recovery.



## *First Party Benefits*

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### *Coverage Agreement*

This coverage provides First Party Benefit options in accordance with the Pennsylvania Motor Vehicle Financial Responsibility Law. The options and limits which the policyholder has selected are shown in the Declarations.

We will pay First Party Benefits for the bodily injury of an insured as a result of an accident that arises out of the maintenance or use of a motor vehicle as a motor vehicle. We will pay these benefits regardless of who is at fault in the accident.

#### **ADDITIONAL DEFINITIONS APPLICABLE TO THIS COVERAGE**

For purposes of this coverage:

1. "RELATIVE" means the following residents of the policyholder's household:

- a) spouse;
- b) anyone related to the policyholder or spouse by blood, marriage or adoption; and
- c) a minor in the legal custody of the policyholder or such relative.

A relative may live temporarily outside the household.

2. "MOTOR VEHICLE" means any vehicle which is self-propelled, except one which is propelled:

- a) solely by human power; or
- b) by electric power obtained from overhead trolley wires but not operated upon rails.

3. "NECESSARY MEDICAL TREATMENT AND REHABILITATIVE SERVICES" means:

- a) treatment;
- b) accommodations; and
- c) products or services;

which are determined to be necessary by a licensed health care provider unless they shall have been found or determined to be unnecessary by a state-approved Peer Review Organization (PRO).

#### **INSURED**

The policyholder and relatives are covered while occupying or injured by any motor vehicle.

Persons other than the policyholder and relatives are covered:

- a) while occupying your auto.
- b) as non-occupants of a motor vehicle if injured as a result of an accident in Pennsylvania involving your auto.

### *Options*

#### **OPTION 1 – MEDICAL BENEFIT**

We will pay all reasonable expenses for necessary medical treatment and rehabilitative services.

We will pay such expenses up to the limit shown on the Declarations.

Subject to the applicable provisions of the Motor Vehicle Responsibility Law concerning the statute of limitations, there is no time limitation for this benefit, provided that, within 18 months after the date of the accident, it is determined with reasonable medical probability that further expenses may be incurred as a result of the injury.

**OPTION 6 – EXCESS MEDICAL BENEFITS**

If this option is selected by payment of premium, we will pay the Excess Medical Benefits for an insured who suffers accidental bodily injury from a covered accident. Excess Medical Benefits are reasonable expenses for necessary medical treatment and rehabilitative services. We will pay such expenses in excess of \$100,000 but not to exceed one million dollars. We will not pay Excess Medical Benefits to an insured who is not eligible for Option 1--Medical Benefits under this policy.

Our liability to one person in one accident is \$50,000 per year. Subject to this limit for any one person in any one year, our aggregate limit for any one person is one million dollars for any one accident. During the first 18 months of eligibility, we shall approve payments for an insured without regard to the \$50,000 per year limit. For purposes of this option, the first 18 months of eligibility begins when the insured has incurred \$100,000 of eligible necessary medical treatment and rehabilitative services expenses.

If the insured is covered by Option 5--Combined Loss Benefits package (or a similar auto benefits package with another insurer), applicable Medical Benefit limits greater than \$100,000 in such package shall be excess over any sums paid or payable under Excess Medical Benefits.

***Coverage Exclusions***

We will not pay First Party Benefits in certain circumstances, as follows:

1. The policyholder and relatives are not covered for bodily injury arising out of the maintenance or use of a motor vehicle that the policyholder owns that is not an insured motor vehicle. An insured motor vehicle is one on which there are First Party Benefits and to which the Auto Bodily Injury Liability coverage in this policy applies.
2. There is no coverage for bodily injury to a relative arising out of the maintenance or use of a motor vehicle owned by such relative which is not insured for First Party Benefits and Auto Bodily Injury Liability coverage under this or any other policy.
3. There is no coverage for anyone while occupying a:
  - a) motorcycle;
  - b) motor-driven cycle;
  - c) motorized pedalcycle, or similar type vehicles; or
  - d) a recreational vehicle not intended for highway use.
4. There is no coverage for anyone, other than the policyholder or a relative, who knowingly converts a motor vehicle.
5. There is no coverage for anyone injured by your auto while it is unoccupied and parked so as not to cause unreasonable risk of injury.
6. There is no coverage for use of any motor vehicle by an insured:
  - a) to carry persons or property for a fee; or
  - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to motor vehicles used in the shared-expense car pools.

7. There is no coverage for anyone, other than the policyholder, who is the owner of a currently registered motor vehicle and who does not have financial responsibility. Financial responsibility means the type of financial responsibility that was self-certified to the Department of Transportation to obtain the registration.
8. We will not pay any benefits to or for anyone who injures themselves:
  - a) or another intentionally, including an attempt to intentionally injure themselves or another;
  - b) while committing a felony; or
  - c) while seeking to elude lawful apprehension or arrest by a law enforcement official.

## **NO DUPLICATION OF BENEFITS; OTHER INSURANCE**

In any occurrence where other similar auto insurance or self-insurance of equal priority to that provided in this coverage is available and the claim is first presented to us, we will process and pay the claim as if wholly responsible up to the limits of our policy. The total limits available from all such insurance will be considered not to exceed the highest limits available from any one source of coverage.

In no instance may an insured or legal representative recover duplicate benefits from the same elements of loss under this and other similar auto insurance or self-insurance.

## **WORKERS' COMPENSATION REDUCTION**

There is no coverage for bodily injury occurring during the course and scope of employment if workers' compensation benefits are payable or available for the bodily injury. Any amount payable to anyone under this coverage will only be in excess of and not in duplication of any valid and collectible workers' compensation benefit.

## ***Insured Persons' Duties***

The insured, or someone on the insured's behalf, will report any accident to us in writing as soon as practicable. This report will identify the injured and give reasonably obtainable information about the time, place and circumstances of the accident.

As soon as practicable, the insured or someone on the insured's behalf will submit written proof of claim to us, under oath if required. This proof will include detailed information about the nature and extent of bodily injury, treatment and rehabilitation received and contemplated, and anything else that may help us determine what benefits are payable in what amounts.

The injured person must grant us authorization, if we request it, to obtain copies of medical, income and income tax reports and records.

Injured persons must submit to examinations by company-selected physicians as often as the company reasonably requires. The injured person must submit to examination under oath as often as reasonably requested by us.



*Uninsured Motorists*

- b) repair,
  - c) servicing; or
  - d) loss.
3. A four-wheel motor vehicle newly acquired by you. This applies only during the first 30 days you own the vehicle, unless it replaces your auto.

**RECOVERY**

1. Before recovery, we and any injured party seeking protection under this coverage must agree on two points:
  - a) whether there is legal right to recover damages from the owner or driver of an **uninsured motor vehicle**; and if so, ..
  - b) the amount of such damages.

If agreement can't be reached, the matter will go to arbitration.
2. Questions between the injured party and us regarding whether the injured party is an **insured** under this coverage, or the limits of such coverage, are not subject to **arbitration** and shall be decided by a court of law.
3. Any judgment against the uninsured will be binding on us only if it has our written consent.
4. The injured party shall provide notice of an uninsured motorist claim within two years after the date of the accident. If the injured party fails to provide such notice, and this failure precludes our ability to subrogate against liable parties, coverage may be denied as provided in Insured Persons' Duties No. 2 below.
5. Where multiple policies apply, payment shall be made in the following order of priority:
  - a) a policy covering a **motor vehicle** occupied by the injured person at the time of the accident.
  - b) a policy covering a **motor vehicle** not involved in the accident with respect to which the injured person is an insured.
6. Where multiple sources of equal priority apply, the **insured** against whom a claim is asserted first under the priorities set forth in 5. above shall process and pay the claim as if wholly responsible. We are thereafter entitled to recover contribution pro rata from the other insurer for the benefits paid and the cost of processing the claim.

***Coverage Exclusions***

This coverage does not apply to:

1. Use of any **motor vehicle**:
  - a) to carry persons or property for a fee; or
  - b) for retail or wholesale delivery, including but not limited to pizza, magazine, newspaper and mail delivery.

This exclusion does not apply to **motor vehicles** used in shared-expense car pools.
2. Use of any **motor vehicle** by an insured without the owner's permission.
3. Punitive or exemplary damages.
4. Directly or indirectly benefit any workers' compensation or disability benefits carrier, or any person or organization qualifying as a "self-insurer" under a workers' compensation, disability benefits, or similar law. To the extent that workers' compensation, disability or self-insured benefits under workers' compensation are paid or payable, this coverage is excess.
5. Bodily injury suffered while occupying or struck by a **motor vehicle** owned by you or a relative, but not insured for autoliability coverage under this or any other policy.

*Uninsured Motorists*

3. Each party will pay its chosen arbitrator. Each will pay half of the neutral arbitrator's expenses. Fees to lawyers and expert witnesses are to be paid by the party hiring them.
4. Arbitration shall be conducted in accordance with the provisions of the Pennsylvania Arbitration Act of 1927.
5. Discovery under arbitration should proceed in accordance with requirements of the Pennsylvania Rules of Civil Procedure unless both parties agree otherwise, with the chair of the arbitration panel resolving all disputes regarding discovery.
6. Evidence and testimony under arbitration must be presented in accordance with the Pennsylvania Rules of Evidence unless both parties agree otherwise.

*Our Right to Recovery*

This applies to the extent of any payment we make under this coverage. We will have first right to any amount the insured receives from any liable party. The insured will:

1. Hold in trust for us his right to recover against any such party; and
2. Furnish us all papers in any suit the insured files.

Our payment of a claim may result from the insolvency of an insurer. If so, we have the right to recover from the insurer, but not its insured.

*Limits and Conditions of Payment***AMOUNTS PAYABLE FOR UNINSURED MOTORISTS LOSSES**

We agree to pay losses up to the limits stated in the policy Declarations. The following applies to these limits:

1. The Uninsured Motorists bodily injury limit shown for any one person is for all legal damages, including all derivative claims, claimed by anyone due to bodily injury to one person as a result of one occurrence.

The per-person limit is the total amount available when one person sustains bodily injury, including death, as a result of one occurrence. No separate limits are available to anyone for derivative claims, statutory claims, or any other claims made by anyone arising out of bodily injury, including death, to one person as a result of one occurrence.

The total limit or our liability shown for each occurrence is the total amount available when two or more persons sustain bodily injury, including death, as a result of one occurrence. In no event shall any one person recover more than the per-person limit shown.

2. Coverage applies as stated in the Declarations. The insuring of more than one person or vehicle under this policy does not increase our Uninsured Motorists payment limits. In no event will any insured be entitled to more than the highest per-person limit applicable to any one motor vehicle under this policy or any other policy issued by us. However, if your Declarations show you have elected "Uninsured Motorists--Bodily Injury Stacked" coverage, the sum of limits for your autos apply to you or a relative as stated in the Declarations.
3. Any payment under this coverage shall be reduced by any amount paid under the Auto Liability coverage of this policy.
4. The insured may recover for bodily injury under the Auto Liability coverage or the Uninsured Motorists coverage of this policy, but not under both coverages.

**OTHER INSURANCE**

If there is other insurance:

1. For bodily injury suffered by an insured while occupying a motor vehicle you do not own, we will pay the insured loss not covered by other insurance.





## *Underinsured Motorists*

(for bodily injury caused by underinsured motorists)

### ADDITIONAL DEFINITIONS APPLICABLE TO THIS COVERAGE

1. "ARBITRATION" means a forum for resolving questions subject to arbitration.
2. "ARBITRATOR" means the person conducting the arbitration.
3. An "UNDERINSURED MOTOR VEHICLE" is a motor vehicle for which bodily injury liability coverage, bonds or insurance are in effect. However, their total amount is insufficient to pay the damages an insured is entitled to recover. We will pay damages that exceed such total amount.

We will not consider as an underinsured motor vehicle:

- a) a motor vehicle that is "self-insured" under any law;
- b) any motor vehicle owned by the government of the United States of America or any of its agencies;
- c) any vehicle in use as a residence or premises;
- d) any equipment or vehicle designed for use mainly off public roads except while on public roads;
- e) any motor vehicle insured under the Auto Liability coverage of this policy or any other policy; nor
- f) any motor vehicle furnished for the regular use of you, a resident, or a relative.

## *Coverage Agreement*

### YOU AND A RELATIVE

We will pay compensatory damages, including derivative claims, which are due by law to you or a relative from the owner or driver of an underinsured motor vehicle because of bodily injury suffered by you or a relative. Damages must result from an accident arising out of the:

1. ownership;
2. maintenance; or
3. use;

of the underinsured motor vehicle.

### OTHER PERSONS

We will also pay compensatory damages, including derivative claims, which are due by law to other persons who suffer bodily injury while occupying:

1. Your auto.
2. A motor vehicle you do not own, while it is used as a temporary substitute for your auto. Your auto must be out of use because of:
  - a) breakdown;
  - b) repair;
  - c) servicing; or
  - d) loss.
3. A four-wheel motor vehicle newly acquired by you. This applies only during the first 30 days you own the vehicle, unless it replaces your auto.

9. Bodily injury suffered while occupying a motor vehicle being used in any prearranged or organized racing, speed, demolition, stunting activity, competitive event, or driver's education course conducted on a racetrack; or in practice or preparation for such event or course.
10. Bodily injury to you or a relative using a non-owned motor vehicle that is available for regular use by you or a relative.

## *Insured Persons' Duties*

1. The insured must:
  - a) submit written proof of claim to us. It must be under oath, if required. It must include details of:
    - (1) the nature and extent of injuries;
    - (2) treatment; and
    - (3) any other facts which could affect the amount of payment.
  - b) provide all facts of the accident and the names of all witnesses.
  - c) submit to oral examination under oath as often as we require with good reason.
  - d) be examined by doctors, including doctors examining the insured for rehabilitation purposes, or vocational specialists, chosen by us as often as we require with good reason. At our request, the injured person must promptly authorize us to:
    - (1) speak with any doctor who has treated him;
    - (2) read all medical history and reports of the injury;
    - (3) obtain copies of wage and medical reports and records; and
    - (4) obtain copies of all medical bills as they are incurred.

Failure to do the above precludes recovery under this coverage.

2. We require the insured to file suit against any and all liable parties to preserve and protect our subrogation rights. Failure to do so precludes recovery under this coverage.
3. The insured must obtain our written consent to:
  - a) settle any legal action brought against any liable party; or
  - b) release any party.

Failure to do so precludes recovery under this coverage.

## *Arbitration*

If we and the insured disagree about the right to recover damages from the owner or driver of an underinsured motor vehicle or the amount of such damages:

1. After written demand for arbitration by either party, each will select a competent arbitrator. The two so selected will select a third competent arbitrator. Unless the insured and we agree otherwise, arbitration will take place in the county and state where the insured lived at the time of the accident.
2. If the third arbitrator is not selected within 30 days, the insured or we may request a judge of a court of record to name one. The court must be in the county and state in which arbitration is pending.
3. Each party will pay its chosen arbitrator. Each will pay half of the neutral arbitrator's expenses. Fees to lawyers and expert witnesses are to be paid by the party hiring them.
4. Arbitration shall be conducted in accordance with the provisions of the Pennsylvania Arbitration Act of 1927.
5. Discovery under arbitration should proceed in accordance with requirements of the Pennsylvania Rules of Civil Procedure unless both parties agree otherwise, with the chair of the arbitration panel resolving all disputes regarding discovery.

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*Underinsured Motorists*

- 3 If more than one policy applies, the total limits applicable will be considered not to exceed the highest limit amount of any one of them.
- 4 When the Declarations show you have elected "Underinsured Motorists--Bodily Injury Stacked" coverage, the total limits applicable will be considered not to exceed the highest limit amount of any one of them for an insured other than you or a relative.

**DUPLICATE PAYMENT**

We will make no duplicate payment to or for any insured for the same element of loss.

***Assignability***

No interest in this coverage can be transferred without our written consent. However, if the policyholder dies, this coverage will continue in force for the rest of the policy period. It will apply to the following having proper custody of your auto:

1. your relatives;
2. your heirs;
3. an appointed legal representative; or
4. anyone else using your auto with the express permission of the legal representative.

*General Policy Conditions*

- b) Prior to the expiration date of a policy term for which premium has been paid, we will mail a notice to the policyholder for the premium required to renew or maintain the policy in effect. We will mail this notice to the address last known to us.
- c) All premiums, premium installment payments, and fees must be paid when due, whether payable directly to us or through any premium finance plan.
- d) At the end of each 12-month period after the first effective date of the policy or any coverage, we will have the right to refuse to renew any coverage or the entire policy.

If we elect not to renew, we will mail notice to the policyholder 60 days in advance of the date when coverage will terminate. Such mailing to the last known address will be considered proof of notice.

## 5. CANCELLATION DURING POLICY PERIOD

The policyholder may cancel this policy or any of its coverages by mailing notice to us of the future date of cancellation desired. Premium refund, if any due will be made as soon as practicable after the date of cancellation. We will calculate any returned premium according to the rules, rates, fees and forms in effect and on file if required, for our use in your state.

If this policy or any coverage has been in effect less than 60 days, we have unlimited right of cancellation. We may cancel by mailing notice to the policyholder 15 days in advance of termination.

After any coverage of this policy has been in force 60 days, our right to cancel such coverage during the policy period is limited. We may cancel during an annual policy period:

- a) if premiums, premium installment payments, or fees are not paid when due, whether payable directly to us or through any premium finance plan.
- b) if the driver's license or motor vehicle registration of any named insured has been suspended or revoked during the policy period;
- c) if it is determined that any insured has concealed a material fact, has made a material allegation contrary to fact, or has made a misrepresentation of a material fact and that such concealment, allegation or misrepresentation was material to the acceptance of the risk by us.

We must mail notice to the policyholder:

- a) 15 days in advance of termination for nonpayment of premium.
- b) 15 days in advance of termination for loss of license or of motor vehicle registration.
- c) 60 days in advance of termination for concealment or misrepresentation.

In any case of cancellation by us, our mailing of notice to the policyholder's last known address or delivery of it to the policyholder will constitute proof of notice. We will retain premium for days covered during the policy period. Premium refund, if any due, will be made as soon as practicable. Mailing or delivery of our check will constitute tender of refund.

## 6. DIVIDENDS

The policyholder is entitled to any dividends which are declared by the Board of Directors and are applicable to coverages in this policy.

## 7. IF YOU BECOME BANKRUPT

Bankruptcy or insolvency of any insured will not relieve us of any obligation under the terms of this policy.

## 8. UNAUTHORIZED USE OF OTHER MOTOR VEHICLES

Protection in this policy does not apply to other motor vehicles which any insured:

- a) uses without a reasonable belief that the insured is entitled to do so.
- b) has stolen.
- c) knows to have been stolen.

*General Policy Conditions*

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**13. UNLICENSED DRIVERS**

Protection under this policy does not apply to the use of any motor vehicle when operated by an individual without a current valid operator's license.

**MUTUAL POLICY CONDITIONS**

(Applicable only to policies issued by Nationwide Mutual Insurance Company--Nationwide Mutual Fire Insurance Company.)

If this policy is issued by Nationwide Mutual Insurance Company or Nationwide Mutual Fire Insurance Company, the policyholder is a member of the company issuing the policy while this or any other policy issued by one of these two companies is in force. While a member, the policyholder is entitled to one vote only--regardless of the number of policies issued to the policyholder--either in person or by proxy at meetings of members of said company.

The annual meeting of members of Nationwide Mutual Insurance Company will be held at the Home Office at Columbus, Ohio, at 10 a.m. on the first Thursday of April. The annual meeting of members of Nationwide Mutual Fire Insurance Company will be held at the Home Office at Columbus, Ohio, at 9:30 a.m. on the first Thursday of April. If the Board of Directors of either of the above companies should elect to change the time or place of meeting, that company will mail notice of the change to the policyholder at the address last known to it. The company will mail this notice at least 10 days in advance of the meeting date.

This policy is non-assessable, meaning that the policyholder is not subject to any assessment beyond the premiums the above companies require for each policy term.

IN WITNESS WHEREOF: Nationwide Mutual Insurance Company, Nationwide Mutual Fire Insurance Company, Nationwide Property and Casualty Insurance Company, Nationwide General Insurance Company, or Nationwide Insurance Company of America, whichever is the issuing company as shown in the Declarations, has caused this policy to be signed by its President and Secretary, and countersigned as may be required by a duly authorized representative of the company.

*Patricia B. Hatter* *John Bures*  
Secretary President



Nationwide Insurance Companies/Home Office: Columbus, Ohio 43215-2220  
Nationwide Mutual Insurance Company • Nationwide Mutual Fire Insurance Company  
Nationwide Property and Casualty Insurance Company • Nationwide General Insurance Company  
Nationwide Insurance Company of America

## **EXHIBIT 2**

WAGE LOSS STATEMENTRE: **Janet Jacobs**Date of Accident: **8/21/04**

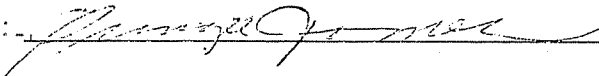
1. Date of Employment **10/6/76**
2. Earning wage on date of accident: **\$70,548 annual, \$2,713.39 bi-weekly, \$271.34 daily**  
(a) Hourly \_\_\_\_\_ (b) Weekly \_\_\_\_\_ (c) Monthly \_\_\_\_\_
3. Number of hours per week **40**
4. Number of days per week **5**
5. Last date worked before the accident **8/20/04**
6. Date returned to work part-time **Still out**  
(a) Number of hours worked per week **NA**
7. Date returned to work full-time **Still out**
8. Later absences from work including time off for doctor's appointments and physical therapy appointments  
(i.e. Date & number of hours absent)  
**NA**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. Total earnings during the previous year **\$70,548**
10. Total number of overtime hours in six (6) months preceding the accident and the rate paid for overtime  
**NA**  
(a) The rate paid for overtime: **NA**

REMARKS: As of 9/7/04 the above name have not returned to work. I will have to send you a update of totlat days absent and lein amount when she return to work.

Date information supplied:

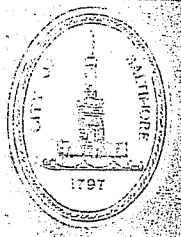
9/7/04

By whom supplied:

Orangee JamesCompany Name/Address/Phone: Baltimore City Public Schools 200 E. North Ave. Baltimore, Md 21202  
396/8883Position or title of person supplying: H.R. Department AssistantSignature of person supplying: 

CITY OF BALTIMORE

MARTIN O'MALLEY, Mayor



BALTIMORE CITY PUBLIC SCHOOL SYSTEM

DEPARTMENT OF HUMAN RESOURCES  
100 East North Avenue  
Baltimore, Maryland 21202

9/7/04

Dear: Summerfield, Willen, Silverberg & Linsky:

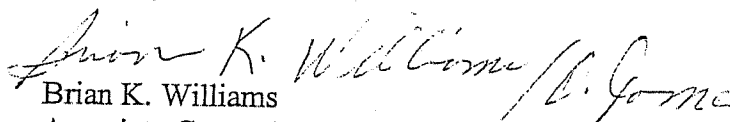
REF: JANET JACOBS

As you know, the above-referenced employee is required to reimburse the school system in the amount of \$ 3,798.76, for expenses advanced to the employee as a result of an injury caused by a third party. Please make your check payable to the Director of Finance, Baltimore City Public School System.

X I will send a update of lein when Ms Jacobs return to work. X

Thank you for your anticipated cooperation in this matter.

Sincerely,

  
Brian K. Williams  
Associate Counsel

BKW/oj

c: Comp. Management Inc.





# **EXHIBIT 3**



Ready

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CULP VEHICLE





Ready

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Page 1 of 1

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Sonja L. Bla...

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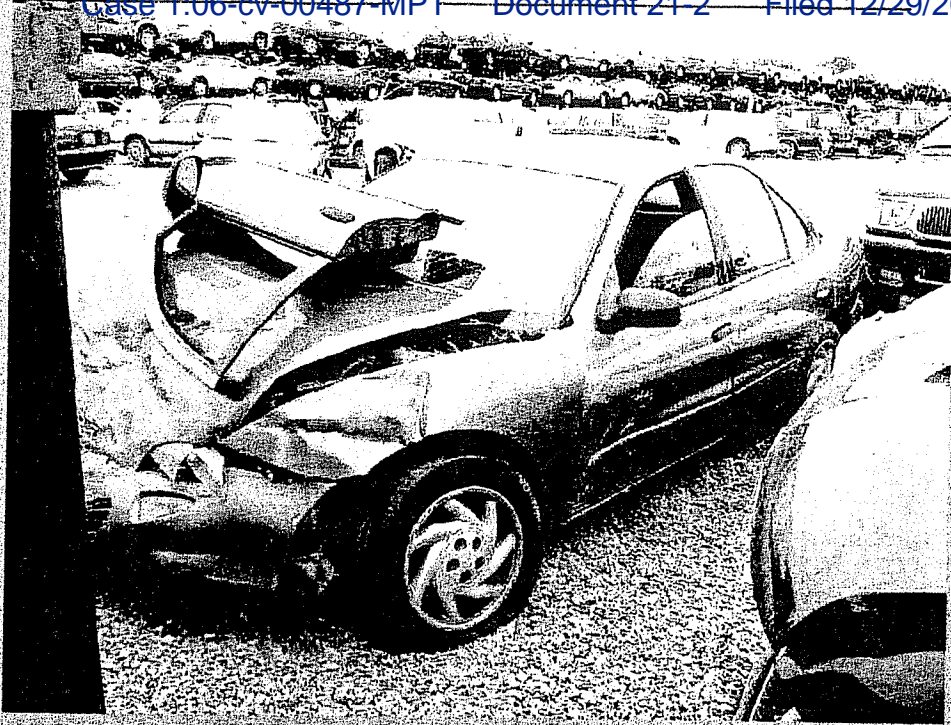
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SASEK VEHICLE



Ready

SPACK VEHICLE



**SASEK -V- KIRK  
CLAIM# 587326  
FIELD ASSIST**

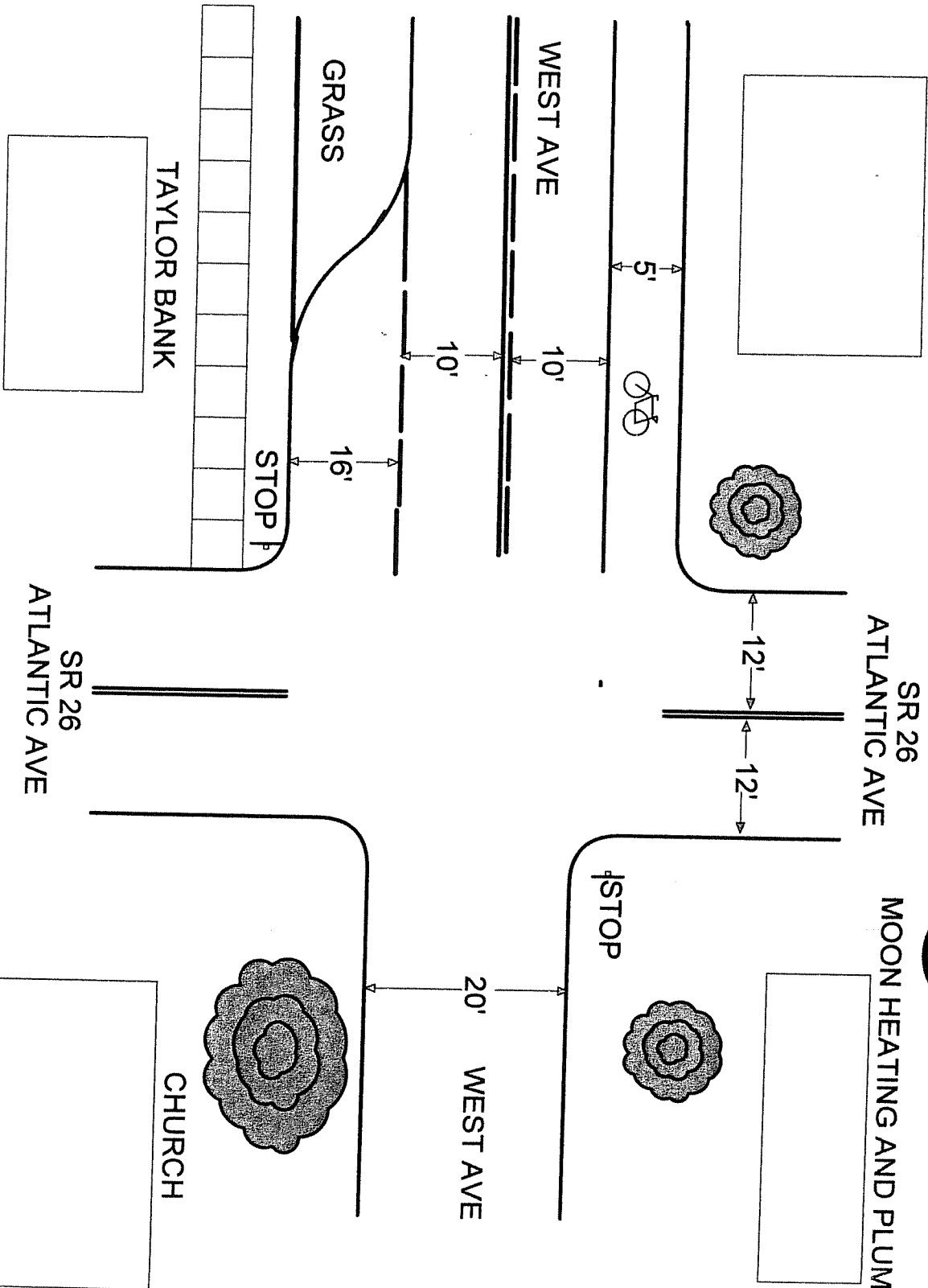
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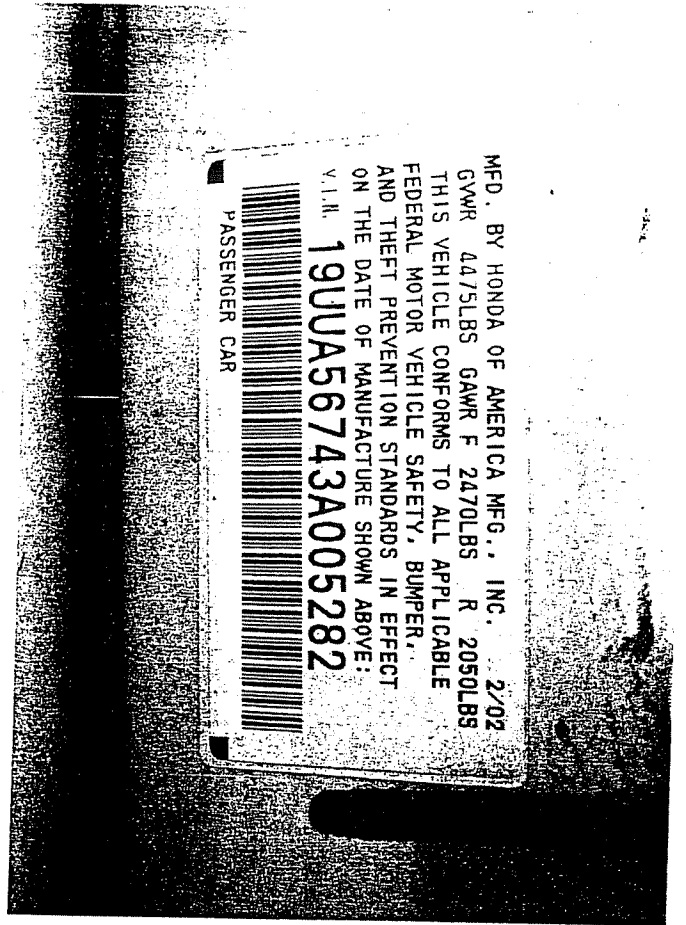
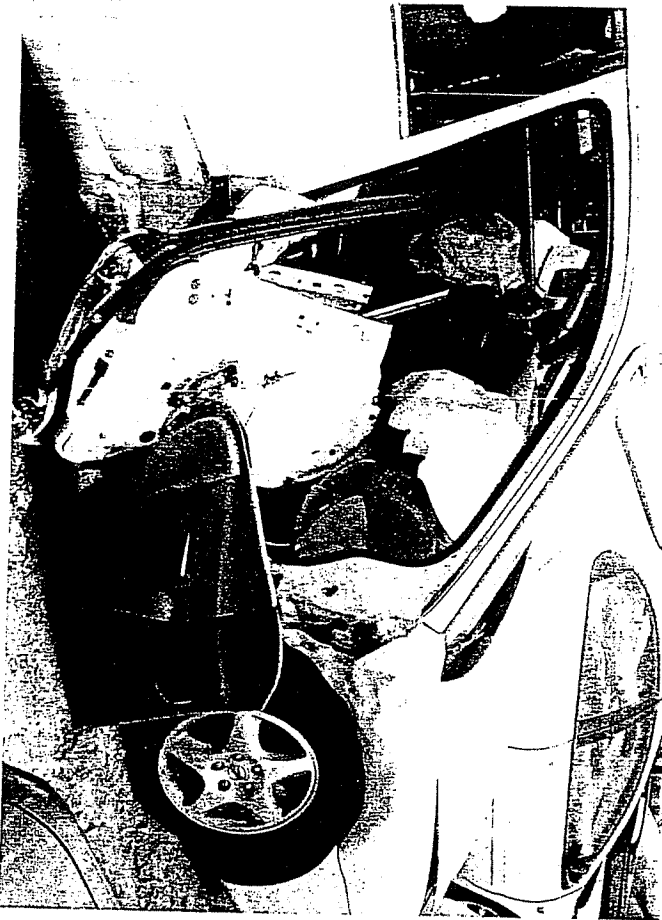
SEACOAST

SR 26  
ATLANTIC AVE

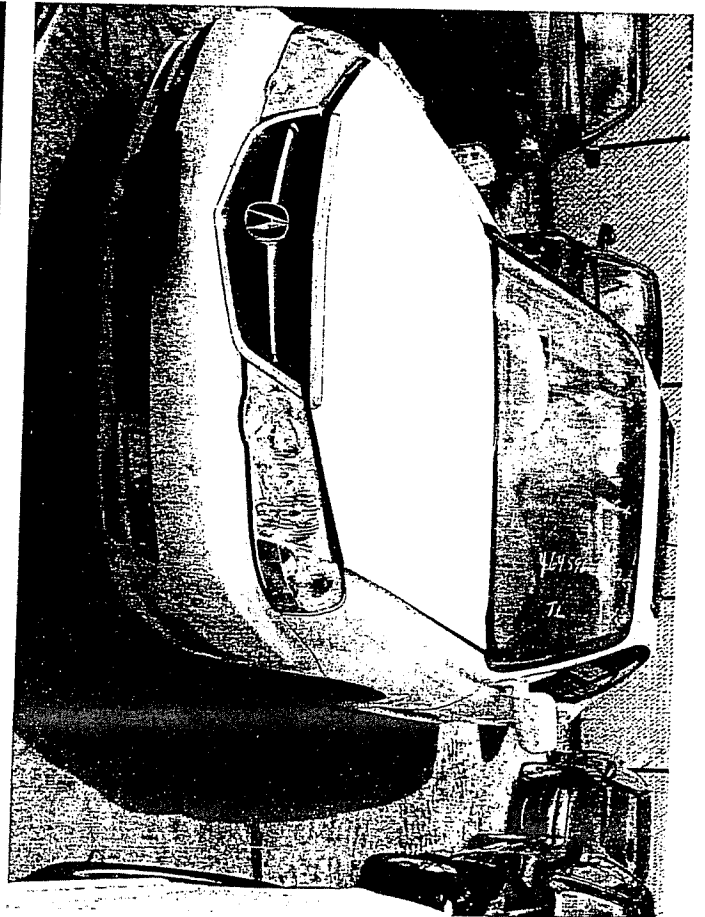
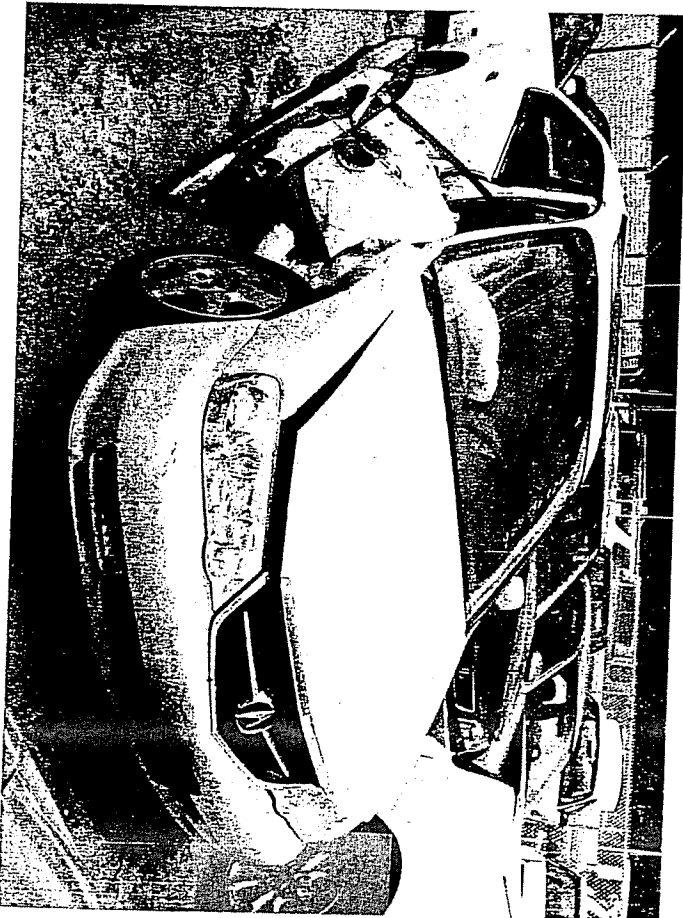
MOON HEATING AND PLUMBING



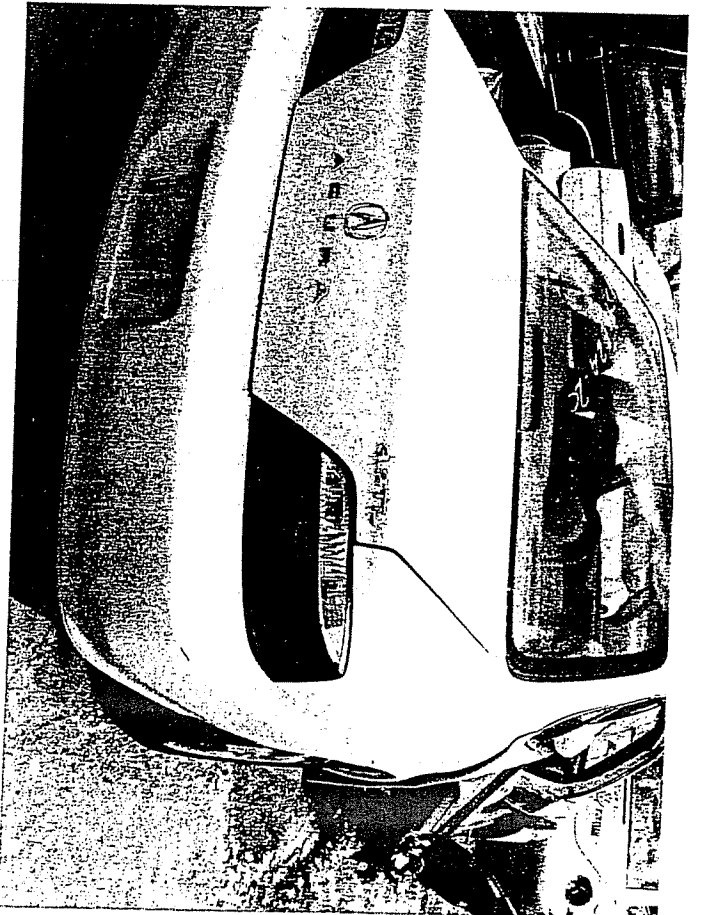
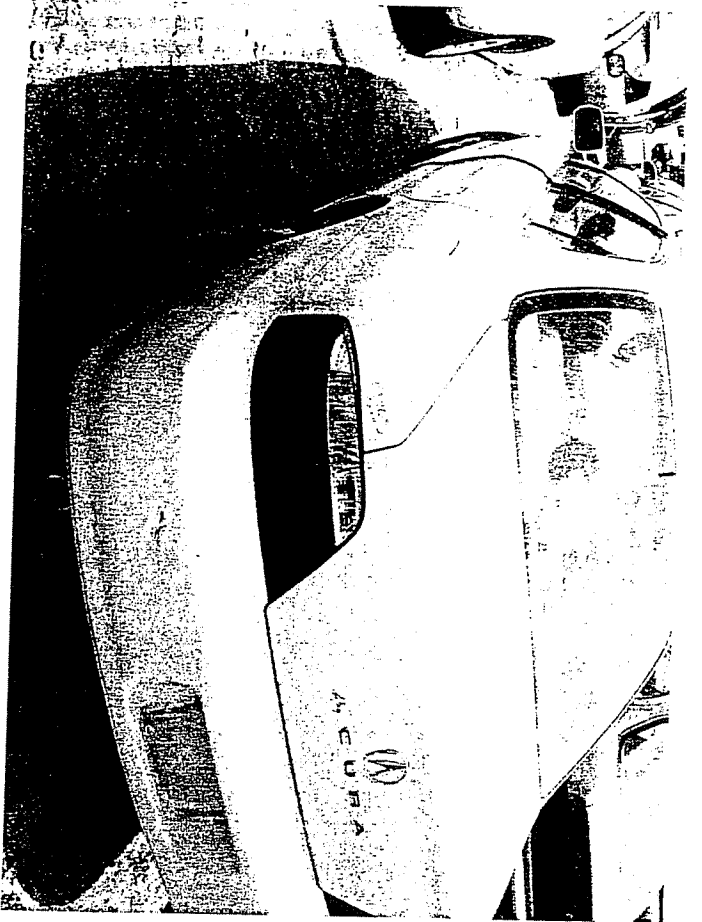
0001YMP



0001YMP



TACOB'S VEHICLE



1000LYMP

1000LYMP



# **EXHIBIT 4**

# STATE OF DELAWARE

## UNIFORM TRAFFIC COMPLAINT AND SUMMONS/VOLUNTARY ASSESSMENT

OV A10897

SUMMONS

COUNTY SUSSEX CITY OR TOWN OF Ocean View  
 EXTENDED CORPORATE LIMITS OF \_\_\_\_\_  
 IN THE VAC COURT OF DE

THE UNDERSIGNED, BEING DULY SWORN, UPON HIS OATH, DEPOSES AND SAYS:

ON: MONTH	DAY	YEAR	DAY OF WEEK	HR. OF DAY	DATE OF ARREST
09	21	04	SAT	12:41	09/21/04
NAME LAST		FIRST		MIDDLE INITIAL	
SASEK		ERIK		M	
STREET				PHONE	
3516 IDAHO DR					
CITY		STATE	ZIP	HAZ MAT	COMM. VEH
ERIK		DE	1913	<input type="checkbox"/>	<input type="checkbox"/>
RACE	SEX	ETHNIC ORIG	DATE OF BIRTH	AGE	HAIR
W	M	AD	01/01/74	30	BLK
DRIVER'S LIC. #	STATE	TYPE	EXPIRES	SEAT BELT	
25 007 SOC	PA	C	01/06	<input type="checkbox"/> W <input type="checkbox"/> NE	
VEHICLE REG. #	STATE	EXPIRES	ACCIDENT	CONT	<input type="checkbox"/> NW <input type="checkbox"/> NA
512 DEC	DE		<input type="checkbox"/> YES <input type="checkbox"/> NO	FED <input type="checkbox"/>	<input type="checkbox"/> OPER <input type="checkbox"/> PASS
YEAR	MAKE	MODEL	COLOR	OWNER'S NAME	
1997	Ford	Cam	Blue	KIRK SASEK	
OWNER'S ADDRESS					
111					

**VIOLATION #1** DID UNLAWFULLY OPERATE A MOTOR VEHICLE AT:

STREET/ROUTE 111 - 1st St DISTANCE 1/2 DIRECTION NB TOWN Ocean View

AND DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE

SPEED: \_\_\_\_\_ MPH. IN A \_\_\_\_\_ MPH. ZONE, CHECKED BY \_\_\_\_\_

OTHER (DEFINE) DISOBEY STOP SIGN

1ST OFFENDER ELIGIBLE ☐ YES ☐ NO ☐ UNK. BAC \_\_\_\_\_ % ☐ UNK. CHEMICAL TEST GIVEN ☐ YES ☐ NO  
 PENDING ☐ IMPLIED CONSENT ☐ INTOX ☐ BLOOD ☐ URINE ☐ TEST NO. \_\_\_\_\_

IN VIOLATION OF ☐ STATE STATUTE ☐ LOCAL/ORDINANCE

SECTION ORD. 2119(a) TITLE \_\_\_\_\_ DMV ☐ EQUIP ☐ L & R ☐ PED ☐ OTHER ☐ GRID # \_\_\_\_\_

FINE \$ 45.00 VICT. COMP. \$ 45.00 VPF \$ 45.00 COSTS \$ 45.00 AMT. DUE \$ 45.00 DATE DUE 09/21/04

PLEA \_\_\_\_\_ VERDICT \_\_\_\_\_ DATE \_\_\_\_\_ FINE \_\_\_\_\_ VICT. COMP. VPF COSTS

CLERK \_\_\_\_\_ RECEIPT \_\_\_\_\_ DISPOSITION \_\_\_\_\_

CASE # \_\_\_\_\_ JUDGE/COMMISSIONER \_\_\_\_\_ COURT # \_\_\_\_\_

VIOLATION #2 DID UNLAWFULLY OPERATE A MOTOR VEHICLE AT:

STREET/ROUTE \_\_\_\_\_ DISTANCE \_\_\_\_\_ DIRECTION \_\_\_\_\_ TOWN \_\_\_\_\_

AND DID THEN AND THERE COMMIT THE FOLLOWING OFFENSE

VIOLATION #2

IN VIOLATION OF ☐ STATE STATUTE ☐ LOCAL/ORDINANCE

SECTION ORD. \_\_\_\_\_ TITLE \_\_\_\_\_ DMV ☐ EQUIP ☐ L & R ☐ PED ☐ OTHER ☐ GRID # \_\_\_\_\_

FINE \_\_\_\_\_ VICT. COMP. \_\_\_\_\_ VPF \_\_\_\_\_ COSTS \_\_\_\_\_ AMT. DUE \_\_\_\_\_ DATE DUE \_\_\_\_\_

PLEA \_\_\_\_\_ VERDICT \_\_\_\_\_ DATE \_\_\_\_\_ FINE \_\_\_\_\_ VICT. COMP. VPF COSTS

CLERK \_\_\_\_\_ RECEIPT \_\_\_\_\_ DISPOSITION \_\_\_\_\_

CASE # \_\_\_\_\_ JUDGE/COMMISSIONER \_\_\_\_\_ COURT # \_\_\_\_\_

OFFICER P. J. L. L. L. ID. # 976-0 TROOP/AGENCY 85 SPECIAL UNIT

Under penalties of perjury, I declare the information contained in this Summons has been examined by me and is to the best of my knowledge and belief true and correct.

SWORN AND SUBSCRIBED  
TO BEFORE ME, THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

JUDGE OR COMMISSIONER

DIRECTIONS

READ CAREFULLY

The undersigned, in order to fulfill the requirements of this Complaint and Summons. You must follow the instructions on this form. If you FAIL TO COMPLY with this summons, your DRIVER'S LICENSE WILL BE SUSPENDED and a WARRANT FOR YOUR ARREST may be issued.

**VOLUNTARY ASSESSMENT**

☒ By checking this block, I indicate my desire to plead guilty to the stated charge(s). To plead GUILTY, I UNDERSTAND THAT I MUST PAY THE TOTAL AMOUNT DUE.

\$ 45.50

to the VOLUNTARY ASSESSMENT CENTER by the court due date (see below), or my driving privileges will be suspended. SEE INSTRUCTIONS ON BACK. To plead NOT GUILTY, I must notify the VOLUNTARY ASSESSMENT CENTER in writing prior to the court due date.

**MANDATORY APPEARANCE**

☐ I UNDERSTAND THAT I MUST APPEAR AT THE COURT INDICATED BELOW ON THE COURT DUE DATE (See Below)

**SEE INSTRUCTIONS ON BACK**

SIGNATURE-By signing, I acknowledge receipt of this summons

X

COURT DUE DATE 09/21/04

Make check/money order payable to:

☒ State of Delaware

☒ Voluntary Assessment Center  
P.O. Box 7039  
Dover, DE 19903  
(302) 739-6911

☐ Court # \_\_\_\_\_  
Address: \_\_\_\_\_

City: \_\_\_\_\_ DE

Zip: \_\_\_\_\_

Phone: (302) \_\_\_\_\_

NC/DE/LIS ☐ NEGATIVE ☐ POSITIVE ☐ UNKNOWN NAME

LAST

FIRST

M.I.

OV A10897

CASE NO.

# **EXHIBIT 5**

STATE OF DELAWARE  
UNIFORM TRAFFIC  
COLLISION REPORT

OCEAN VIEW  
TROOP/DEPARTMENT

85-04-892  
268-10-892

COMPLAINT NO.

- ☐ REPORTABLE PROPERTY DAMAGE  
☒ PERSONAL INJURY  
☐ FATALITY
- ☐ NON-OR...BLE  
☐ LATE REPORT  
☐ HAZ/MAT.  
☐ COMM. VEH.

3. MON. - DATE - YEAR 08 / 21 / 04		4. DAY SAT	5. TIME OCCURRED 1341	6. NOTIFIED 1341	7. ARRIVED 1343	8. GRID NO. 216 / 068	9. SECTOR 44	12. LIGHT CONDITION 18
10. NUMBER & NAME OF STREET OR HIGHWAY - CTY. RTE. NO. - INTERSECTING WITH STREET OR ROAD - CTY. RTE. NO. WEST AVE (CR-361) • ATLANTIC AVE (SR-26)								13. WEATHER CONDITION 22
11. INTERSECT. FEET [N]E OF: NIA								14. CONDITION 41
16. PRIM. CONTRIB. CIRCUM. 10		8. SPEED TOO FAST 9. FAIL TO YIELD ROW 10. PASSED STOP SIGN		11. DISREGARD TRAFFIC SIGNAL 12. DROVE LEFT OF CENTER 13. IMPROPER PASSING		14. FOLLOWING TOO CLOSE 15. MADE IMPROPER TURN 16. DRIVING UNDER INFLUENCE		17. MECH. DEFECT
17. COLLISION INVOLVED 37		18. ON RDWY. 1		19. EMERG. RESPON. 2		20. IN: NIE		21. TRAFFIC CONTROL 1
24. NAME NO. 1 SASEK		24. NAME NO. 2 JACOBS		24. NAME NO. 3 TANNER CT		24. NAME NO. 4 JACOBS		21. CTY. S
25. STREET ADDRESS 3516 IDLEWOOD DR.		25. STREET ADDRESS 2 TANNER CT		25. STREET ADDRESS BALTIMORE		25. STREET ADDRESS CAKLE		22. CODE 5
26. CITY ERIE		26. CITY PA		26. CITY BALTIMORE		26. CITY MD		23. MILE POINT
30. DRIVERS LICENSE NO. 25667500		30. DRIVERS LICENSE NO. J-212-108-676-539		30. DRIVERS LICENSE NO. J-212-108-676-539		30. DRIVERS LICENSE NO. J-212-108-676-539		
35. SOBRIETY 48		35. SOBRIETY 48		35. SOBRIETY 48		35. SOBRIETY 48		
36. TESTED 2		36. TESTED 2		36. TESTED 2		36. TESTED 2		
37. TYPE 4		37. TYPE 4		37. TYPE 4		37. TYPE 4		
38. VEHICLE YR. 1997		38. VEHICLE YR. 2003		38. VEHICLE YR. 2003		38. VEHICLE YR. 2003		
39. VEHICLE MAKE CHEVROLET		39. VEHICLE MAKE ACURA		39. VEHICLE MAKE ACURA		39. VEHICLE MAKE ACURA		
40. MODEL CAVALIER		40. MODEL TL		40. MODEL TL		40. MODEL TL		
41. BODY STYLE 56		41. BODY STYLE 56		41. BODY STYLE 56		41. BODY STYLE 56		
42. REGISTRATION NO. EPR 0682		42. REGISTRATION NO. KCC 884		42. REGISTRATION NO. KCC 884		42. REGISTRATION NO. KCC 884		
43. STATE PA		43. STATE MD		43. STATE MD		43. STATE MD		
44. COLOR BLUE		44. COLOR WHITE		44. COLOR WHITE		44. COLOR WHITE		
45. DAMAGE \$10,000.00		45. DAMAGE \$8,000.00		45. DAMAGE \$8,000.00		45. DAMAGE \$8,000.00		
46. TRAILERS 0		46. TRAILERS 0		46. TRAILERS 0		46. TRAILERS 0		
47. VEHICLE/TRACTOR OWNER: LAST SASEK		47. VEHICLE/TRACTOR OWNER: LAST KIRK		47. VEHICLE/TRACTOR OWNER: LAST KIRK		47. VEHICLE/TRACTOR OWNER: LAST KIRK		
48. STREET SAME AS ABOVE		48. STREET SAME AS ABOVE		48. STREET SAME AS ABOVE		48. STREET SAME AS ABOVE		
49. INSURANCE COMPANY NATIONWIDE		49. INSURANCE COMPANY ENCOMPASS		49. INSURANCE COMPANY ENCOMPASS		49. INSURANCE COMPANY ENCOMPASS		
50. CHARGE/SECTION NO. 21/4164a		50. CHARGE/SECTION NO. N/A		50. CHARGE/SECTION NO. N/A		50. CHARGE/SECTION NO. N/A		
51. ARREST NO. OVA 10897		51. ARREST NO. OVA 10897		51. ARREST NO. OVA 10897		51. ARREST NO. OVA 10897		
52. NO. 1 TOWED BY: BENNETT'S		52. NO. 2 TOWED BY: BENNETT'S		52. NO. 3 TOWED BY: BENNETT'S		52. NO. 4 TOWED BY: BENNETT'S		
53. TO: BENNETT'S YARD		53. TO: BENNETT'S YARD		53. TO: BENNETT'S YARD		53. TO: BENNETT'S YARD		
54. TO: BENNETT'S YARD		54. TO: BENNETT'S YARD		54. TO: BENNETT'S YARD		54. TO: BENNETT'S YARD		
55. TO: BENNETT'S YARD		55. TO: BENNETT'S YARD		55. TO: BENNETT'S YARD		55. TO: BENNETT'S YARD		

W-1 DONALD J. RETHAGE DOB 5-3-57  
12 BOYER RD OCEAN VIEW, DE 19970 381-8005

★ FOR NARRATIVE SEE CONTINUATION SHEET ★

- GENERAL
- 1. YES
  - 2. NO
  - 3. UNKNOWN
  - 4. N/A
  - 5. PENDING
  - 6. NONE
  - 7. OTHER
12. LIGHT COND.
- 18. DAYLIGHT
  - 19. DAWN/DUSK
  - 20. DARK/LIT
  - 21. DARK/UNLIT
  - 22. CLEAR
  - 23. RAIN
  - 24. SNOW/SLEET
  - 25. FOG
  - 26. CLOUDY
14. SURFACE
- 27. DRY
  - 28. WET
  - 29. SNOWY
  - 30. ICY
15. CONTROLS
- 31. STOP SIGN
  - 32. STOP & GO LIGHT
  - 33. YIELD SIGN
  - 34. WARNING SIGN
  - 35. LANE MARKINGS
  - 36. FLASHING SIGNAL
17. COLLISION INVOLVED
- 37. MV IN TRANSPORT
  - 38. NON-COL OVERTURN
  - 39. MV ON OTHER RDWY
  - 40. PEDESTRIAN
  - 41. PARKED VEHICLE
  - 42. RAILROAD TRAIN
  - 43. PEDALCYCLIST
  - 44. ANIMAL
  - 45. FIXED OBJECT\*
  - 46. OTHER OBJECT\*
  - 47. OTHER NON-COLLIS
35. SOBRIETY
- 48. NOT DRINKING
  - 49. HBD NOT IMPAIRED
  - 50. HBD IMPAIRMENT UNK
  - 51. UNDER THE INFLUENCE
52. PBT
- 53. BREATH
  - 54. BLOOD
  - 55. URINE
41. BODY STYLE
- 56. PASSENGER CAR
  - 57. PICK-UP TRUCK
  - 58. VAN/PANEL TRUCK
  - 59. FARM VEHICLE
  - 60. MOTORCYCLE
  - 61. BUS
  - 62. SCHOOL BUS
  - 63. 8 WHEEL TRUCK
  - 64. 10 WHEEL TRUCK
  - 65. TRACT & SEMI. TR.(S)

INVESTIGATING OFFICER  
JUSTIN W. NORMAN RANK  
I.D. NUMBER  
936-8

57. SUPERVISOR'S APPROVAL DATE  
08/30/04

58. REVIEWER  
936-2

☐ 80. SUPPLEMENT

INITIAL REPORT DATE

OPERATOR #1

OPERATOR #2

STATE OF DELAWARE

UNIFORM TRAFFIC

COLLISION REPORT

CONTINUATION/SUPPLEMENT

OCEAN VIEW

TROOP/DEPARTMENT

1. 85-04-892

COMPLAINT NUMBER

2.

(DO NOT LEAVE BLANK)

CODE 55.

★ NARRATIVE ★

V-1 WAS TRAVELING NORTH ON WEST AVE (CR-361). V-2 WAS TRAVELING EAST ON ATLANTIC AVE (SR-26). V-3 WAS TRAVELING WEST ON ATLANTIC AVE. V-1 FAILED TO STOP AT THE STOP SIGN AT WEST AVE AND ATLANTIC AVE, WHICH RESULTED IN V-1 FRONT END STRIKING THE PASSENGER'S SIDE FRONT DOOR OF V-2, CAUSING POI #1. AFTER THE COLLISION, V-1 BEGAN TO SPIN IN A CLOCKWISE MOTION, WHILE V-2 SLID ACROSS THE INTERSECTION IN A NORTH EAST DIRECTION. V-2, WHILE IN THE SLIDING MOTION, STRUCK AN "ADAPT A HIGHWAY" SIGN, CAUSING POI #2. V-2 SHORTLY CAME TO A STOP THEREAFTER, FOR ITS FRP. V-1 CONTINUED TO SPIN CLOCKWISE UNTIL ITS LEFT REAR BUMPER STRUCK THE FRONT END OF V-3, FOR POI #3. THIS WAS BOTH V-1'S AND V-3'S FRP.

W-1 RETHAGE ADVISED HE SAW V-1 ENTER THE INTERSECTION WITHOUT STOPPING AT THE STOP SIGN, CAUSING V-1 TO STRIKE V-2. UPON ARRIVAL, V-1'S OPERATOR ADVISED ME THAT "IT'S MY FAULT. I RAN THE STOP SIGN." FIRE-RESCUE PERSONNEL HAD TO EXTRICATE BOTH PASSENGERS OF V-1 AND V-2. ALL OCCUPANTS OF V-1 AND V-2 WERE TRANSPORTED TO BEEBE MEDICAL CENTER FOR EVALUATION VIA AMBULANCES. I REPORTED TO BMC TO CHECK ON THE STATUS OF THE PATIENTS.

I SPOKE WITH THE OPERATOR OF V-1, ERIKA SASEK, AND ISSUED HER SUMMONS # CVA 10897 FOR DISREGARDING A STOP SIGN. I THEN RETURNED TO THE TOWN LIMITS OF OCEAN VIEW.

MEASUREMENTS FOR THE COLLISION CAN BE FOUND ON THE ATTACHED TABLE OF MEASUREMENTS.

INVESTIGATING OFFICER

RANK

JUSTIN W. NORMAN

Ptm.

I.D. NUMBER

936-8

57. SUPERVISOR'S APPROVAL DATE

58. REVIEWER

59.

PAGE

4 OF 5



## TABLE OF MEASUREMENTS

FATAL ACCIDENT #  
COMPLAINT # 85-04-89;  
PAGE 5 of 5

[illegible]



\* 00844 \*

0052382144

1 <sup>st</sup> Coverage		2 <sup>nd</sup> Coverage	
Adjuster Number		Adjuster Number	
Loss Payment		Loss Payment	
Expense Payment		Expense Payment	
Deductible		Deductible	
Reimbursement		Reimbursement	
Total Paid		Total Paid	
<b>Coding</b>		<b>Coding</b>	
Salvage		Salvage	
Subrogation		Subrogation	
Chargeable		Chargeable	
Drive -In		Drive -In	
Loss Cause		Loss Cause	
Type of Loss		Type of Loss	
Full or Partial Payment		Full or Partial Payment	
TIN/SNN		TIN/SSN	
<b>Property</b>		<b>Property</b>	
IM Loss Location		IM Loss Location	
Intensified Appraisal		Intensified Appraisal	

RO	ST	PR	Policy Number	Loss Date	S	CO	Name of Insured	Claim Number
54	37	B	587326	8/21/04			Scarside	

Payee Name: OceanviewAmount: 18.50